

**First Amendment and Extension to the  
October 1, 2000 – September 30, 2002  
Memorandum of Understanding between the  
Long Beach City Employees Service Lodge 1930, District Lodge 947  
International Association of Machinists and Aerospace  
Workers and the City of Long Beach**

Extend the existing Memorandum of Understanding from October 1, 2002 to October 1, 2004 with the following amendments to be effective October 1, 2002 unless otherwise indicated:

**1. Article Two, Section I, B. (General Salary Increase)**

**B. General Salary Increase**

The Salary Resolution will be amended to provide for the following salary increases for all represented employees included in Section I.A on the effective dates indicated:

10/01/2003                      3%

In addition to the above 3% increase, all non-career classifications in M and H Salary Range/Rates will receive a 2% salary increase on said effective date.

In the event employees in any other non-safety bargaining units receive a negotiated across the board cost of living increase greater than 3% during the period of October 1, 2002 through October 1, 2004, all IAM represented employees will receive the same salary increase on the same effective dates.

**2. Article Two, Section II – Overtime**

- A. An employee who is non-exempt under FLSA may continue to bank or be paid overtime at time and one-half for overtime hours worked in excess of 40 paid hours (excluding vacation leave) in a work week up to 40 work hours.

Hours charged to vacation shall not be considered when determining premium pay under the provisions of the FLSA. However, if the employee has actually worked more than 40 hours in the workweek, banking is not permitted for hours that exceed 40 work hours. The employee can only be paid time and one-half for that time actually worked over 40 work hours. In the event that the Department of Labor's rules and regulations are amended to give the City control over scheduling off the FLSA

compensatory time so as not to require replacement personnel, the parties will agree to reopen this section of the MOU.

- B. Banked time-off hours shall be allowed at such time or times mutually agreeable to both the employee and his or her Department Head. Such time off may not be granted if it results in the disruption of departmental operations. It may also not be granted in the pay period in which it is earned. Banked time-off hours must be taken no later than the last full pay period in the fiscal year. All banked time off hours not taken off in accordance with the above shall be paid to the employee the last pay period of the fiscal year, or prior to a general salary increase.
- C. Banked overtime credits shall not exceed 60.0 expanded hours for any employee at any one time.  
  
(40 straight time hours x 1-1/2 = 60)
- D. All banked time-off hours not taken prior to the effective date of a salary range increase which results in a higher hourly pay rate as the result of a promotion shall be automatically paid at the lower hourly pay rate.
- E. All banked time-off hours not taken prior to the effective date of a salary range decrease which results in a lower hourly pay rate as the result of a reversion or demotion, shall be retained as banked overtime unless the employee requests one pay period prior to the effective date of change to be paid at the higher hourly pay rate.

### **3. Article Two, Section IV – Night Shift Differential**

Night shift differential shall be compensated at eighty cents (\$.80) per hour.

Night shift differential shall be paid to any permanent full-time employee whose regular schedule requires the employee to work between the hours of 6:00 p.m. and 6:00 a.m. provided that either:

- A. The employee works ½ (50%) or more of the regularly scheduled shift between the hours of 6:00 p.m. and 6:00 a.m. These employees shall be eligible to be paid the additional rate established by this Section for each hour worked during the entire work shift; or
- B. The employee works between the hours of 6:00 p.m. and 6:00 a.m. as part of a “split shift.” Split shift is defined as a shift of eight (8) or more non-continuous work hours in a single day, separated by a break of at least three (3) non-working hours during the shift. The employee shall be paid the night shift differential established by this Section only for each hour actually worked between the hours of 6:00 p.m. and 6:00 a.m.; or

- C. Employees who work a twelve-hour shift that begins or ends at midnight, shall be paid Night Shift Differential for only those hours worked between the hours of 6:00 p.m. and 6:00 a.m.

**4. Article Two, Section V – Higher Classification Pay**

Effective July 1, 2002, each employee who is required to perform the full range of duties in a vacant, higher classification or grade level position, up to and including division manager, shall be paid an additional seventy-five cents (\$0.75) per hour providing the following conditions are met:

- 1. The employee who is assigned the higher-level duties of the vacated position must work at least forty (40) consecutive hours once per calendar year in said position in order to qualify for the higher classification pay.
- 2. The higher-level duties performed must be those of a permanent budgeted position that is vacant, either temporarily because of absence or reassignment of the regular employee, or vacant due to resignation, termination or other such action.
- 3. In no event shall the total compensation paid to the employee for regular salary and higher classification pay exceed the top step of the higher classification or grade level.
- 4. The temporary appointment to the higher classification must be approved by both the Department Head and the Director of Human Resources.

**5. Article Two, Section VI – Mileage Reimbursement**

- A. A City employee may be assigned a City-owned vehicle only when total mileage incurred on City business exceeds 500 miles per month.
  - 1. An assigned City-owned vehicle may be driven to and garaged at home only if the employee is required to respond in an emergency-equipped vehicle to after-hours emergency call-outs.
- B. Routine transportation to after-hours meetings and similar work-related functions shall be provided by the employee, and expenses incurred in this context shall be reimbursed at a rate of \$ 0.345 cents per mile effective 10/01/02 and \$0.365 cents per mile effective 10/01/03.
- C. A flat monthly allowance in such sum as may be determined by the City Manager or appropriate appointing authority, but not to exceed three

hundred and eighty-five dollars (\$385.00) per month. The monthly allowance is hereby determined to constitute reimbursement for the expenditures and costs of operating and maintaining the vehicle, including its availability, as required for the performance of official City duties.

- D. Any City employee whose job regularly requires that transportation be available between multiple job sites, but who does not qualify for the assignment of a City-owned vehicle based on the criteria set forth above, will be authorized to use his or her personal vehicle for the performance of official duties and will be reimbursed by the City at a flat rate of \$125.00 per month plus \$.10 per mile for each mile incurred on City business.
- E. Any City employee not having access to a departmental or dispatch vehicle pool, but whose official duties require intermittent transportation, will be authorized to utilize his or her personal vehicle for the performance of official duties and will be reimbursed at the designated rate per mile for mileage incurred on City business.
- F. Mileage reimbursement will be authorized only for employees who do not have access to departmental or dispatch pools of City-owned vehicles.
- G. With the approval of the City Manager, employees may be authorized to use and be reimbursed for public bus or taxi transportation. Employees subject to emergency calls, but who do not have access to City-owned vehicles during off-duty hours, may be authorized to be reimbursed as specified above for the use of their own vehicles or for the actual cost of public transportation.

**6. Article Two, Section VIII – In-Lieu Compensation**

In lieu of insurance benefits, employees holding permanent part-time positions (as defined in the Personnel Ordinance), shall, for every 174.0 hours worked by such permanent part-time employee, be paid \$350.00. Effective 10/01/03, the reimbursement rate shall be increased to \$400.00.

No permanent part-time employee shall receive in any one fiscal year payments which are made pursuant to this section that amount to more than the total annual contribution made by the City toward health insurance premiums for a permanent full-time employee for that same fiscal year.

**7. Article Four, Section I – Health, Dental, and Life Insurance**

**Section I - City Contribution**

The City shall contribute by way of obligation for health, dental, and life insurance benefits, the maximum monthly amounts indicated below for employees in permanent full-time positions:

December 1, 2002 through November 30, 2003	\$ 535 per month
December 1, 2003 through October 1, 2004	\$ 600 per month

The benefits for the various plans and all employee payroll deductions for the period December 1, 2001 through November 30, 2002, are as recommended by the Health Insurance Advisory Committee on August 16, 2001, and approved by the City Council on August 28, 2001.

## **Section II - Health Insurance Advisory Committee (HIAC)**

The Union shall maintain one representative on the City's Health Insurance Advisory Committee (HIAC).

Each year the Health Insurance Advisory Committee meets to review the status and solvency of the health, dental and life insurance plans. They review plan costs and make recommendations on plan changes, benefit levels, payroll deductions, and deletion or addition of plans.

### **Example:**

If one of the City's plans exhibits high utilization and has fewer members, it may experience rate increases that are much higher than the other plans. The Committee may evaluate several options including deletion of the plan, applying funds from the MOU Trust Account, increasing payroll deductions for those plan members, and/or make plan changes to decrease the premium costs.

Any benefit increases recommended by the Health Insurance Advisory Committee must be offset by other benefit changes and cannot increase the overall cost to the City beyond what is available in the MOU Trust Account or the City's contribution set forth in Section I above.

The Health Insurance Advisory Committee will recommend to the City Manager the benefits for the various plans and all employee payroll deductions for the period December 1, 2002 through November 30, 2004. The City Manager will forward these recommendations along with his recommendations to the City Council for approval.

## **Section III - M.O.U. Trust Account**

If employees choose a health, dental or life benefit plan combination whose actual monthly cost is less than the maximum monthly amounts indicated above,

the City shall account for the difference and hold the excess funds in a special account called the M.O.U. Trust Account. These funds will be held in the M.O.U. Trust Account and shall earn interest at the rate earned for the City's pooled investments.

In the event that the existing plan(s) premium rates increase, the additional funds to offset the higher rates will come from the funds available in the M.O.U. Trust Account. The amount taken from the M.O.U. Trust Account will be based on the recommendations made by the Health Insurance Advisory Committee which also may include plan changes and payroll deduction changes. This will continue through each benefit year until September 30, 2004, or until such time as the excess funds in the M.O.U. Trust Account are depleted to zero. If at some point in time before November 30, 2004, the M.O.U. Trust Account is depleted to zero because of premium rate increases and the City's monthly contributions are insufficient to fully fund the plans at current benefit levels, the City will be the responsible party to fund the difference in order to maintain benefit levels for the various plans and all current payroll deductions as recommended by the Health Insurance Advisory Committee effective December 1, 2001.

#### **Section IV – On-the-Job Death Benefit**

Effective July 1, 2002, if an employee is a victim of violence in the workplace and is killed on the job, the City shall continue to provide health insurance and dental insurance benefits as follows:

1. For the surviving spouse until his/her marriage, death, or Medicare eligibility, whatever occurs first.
2. For the surviving children until their 19<sup>th</sup> birthday or until age 26 if a full-time student in an accredited college or university.

Violence in the workplace does not include accidents or acts of God.

### **8. Article Five – Retirement and Workers' Compensation**

#### **Section I – Retirement**

##### **A. Maintenance of Existing Retirement Provisions**

For bargaining unit employees who are eligible for and enrolled in the Public Employees Retirement System (PERS) on September 30, 2000, the City will continue to provide pension benefits to said employees in accordance with the contract in effect on September 30, 2000. For the term of this MOU, the City shall continue to pay to PERS on behalf of each eligible employee, who is a PERS member, an amount equal to seven-sevenths (7/7) of his/her seven percent (7%) or subsequent to the PERS

contract amendment provided for in Section I, D.1, seven-eighths (7/8) of his/her eight percent (8%) individual employee contribution, whatever is applicable.

B. Public Employees' Retirement System Voting Rights

If PERS law is amended to prohibit active local members who do not contribute toward PERS from voting for the local member representative, the City agrees that it will, at the Union's request, allow employees to contribute 1% to PERS. The City agrees to negotiate a commensurate increase in employee compensation.

C. Report the Value of Employer-Paid Member Contribution (EPMC) – Special Compensation

The City shall continue to designate EPMC as compensation earnable and report it as such to PERS not to exceed 7%.

D. PERS Contract Amendments

As soon as practicable or by the dates indicated, the City shall amend its contract with PERS to provide for the following benefit improvements:

1. 2.7% @ 55 modified formula in accordance with Government Code Section 21354.5 for Tier I and Tier II.
2. Upgrade Tier II employees on or about 10/01/04 as indicated below:
  - One-year final compensation – Government Code Section 20042
  - Military service credit as Public Service – Government Code Section 21024
  - Credit for unused Sick Leave – Government Code Section 20965

E. Employee Required Contribution

Government Code Section 21354.5 requires that the employee contribution increase from 7% to 8%. Soon after the MOU Amendment is approved by the City Council, the City shall conduct an election of all Miscellaneous PERS members as set forth in Government Code Sections 20474 and 20470.

The City shall pay 7/8ths of the required individual employee contribution of 8%. The remaining 1% will be paid by the employee on October 1, 2004, but only if the City loses its super funded status and is required to again pay the employees individual contribution required by law.

## **9. Unit Provisions**

### **A. Refuse Units (Basic and Supervisory)**

City will complete an internal relationship and classification study of refuse supervisory positions by 10/01/03.

### **B. Professional Units (Basic and Supervisory)**

- City will complete a classification/compensation study of all Nursing classifications by 10/01/02.
- City will complete a classification study for Medical Assistants by 10/01/03
- City to include Nurse classifications in the incentive pay program established for other professional classifications if they meet the established guidelines as currently set forth in the MOU.
- City will complete a classification study of Department Librarian I and II by 10/01/03.

### **C. Skilled and General Services Units (Basic and Supervisory)**

- City will complete a classification and compensation study of Gas Field Services Representatives and Gas Crew Utility Assistants by 10/01/03. The study will include all existing skill pays and the following skill pays proposed by the Union.

- 1) Heat Fusion
- 2) Pressure Control Certification
- 3) Meter installation

The results of the study will be submitted to the Long Beach Energy Labor Management Committee for review.

- The request for skill pay for DOT certification will be referred to the above referenced Labor Management Committee.



- The request for ICBO certification incentive pay will be referred to the above referenced Labor Management Committee.
- The City will meet with the IAM to discuss the establishment of an incentive pay program for members of the Skilled and General bargaining unit. The purpose of the program is to enhance the skills and professional competency of unit members by obtaining a license or certificate which meets the following criteria:
  - 1) The license or certificate must be issued by either the State of California or a nationally recognized professional organization that administers a nationwide competency examination recognized by the City as a standard of excellence and professional competency.
  - 2) The license or certification shall be directly applicable to the employees classification, and shall be over and above the basic job qualifications required of the position.
  - 3) The license or certification must be renewed through additional testing or some form of recertification, i.e. taking additional approved classes each year.

The City will meet initially over the creation of a program for the Gas Field Service Representative and Gas Distribution Supervisor classifications.

A committee will be established composed of one member from City management representing the identified Skilled and General group, one member from the Department of Human Resources, and two members from the union.

The committee will review programs that meet the criteria listed above, and provide on-going evaluation of all license/certification programs applied for under the program. The parties will meet and confer over the financial impact of these certification programs.

D. Office and Technical Units (Basis and Supervisory)

- The City will review the classifications specifications of Supervisory positions in the Records Division of the Police Department to determine if there are impediments to career development for Clerk Typists. The study will be completed by 10/01/03.

- The City will complete a classification/compensation study of Community Services Supervisors by 10/01/03.
- The City will study the issue of substituting trainer skill pay for the position of Communications Dispatcher III. The study will be completed by 10/01/03.
- The City will conduct a compensation study for the Communications Dispatcher classification by 10/01/03.

E. Protection Unit (Basic and Supervisory)

- The City will re-institute the summer hiring program for School Guards effective the 2002 summer season.
- The issue of career development for School Guards will be referred to the Police Department Labor Management Committee.
- The City will complete a market study for Security Officers in Harbor, the Marina, the Airport and for Park Rangers by 10/01/03.
- The City will adjust ranges of the following positions to the indicated range effective 10/01/02:

Park Ranger II	Range 490
Supervisory Park Ranger	Range 540

- The City will refer operational issues of Marina Security to the Police Department Labor Management Committee.
- The City will complete an internal compensation salary study of the position of Parking Control Supervisor by 10/01/02.
- The City will complete a compensation study of Detention Officers by 10/01/03.

## 10. **Term and Renegotiation**

The term of this MOU extension shall commence on October 1, 2002 and shall remain in effect through October 1, 2004. All provisions of this contract shall expire on the termination date unless extended by mutual agreement in writing.

In the event either party desires to negotiate the provision of a successor MOU, that party shall serve upon the other, during the period from April 15, 2004 to May 15, 2004, its written request to commence negotiations. Negotiations shall

begin no later than thirty (30) days from date of receipt of notice unless extended by mutual agreement between the parties to this MOU.

**Section VI – Execution of Agreement**

IN WITNESS WHEREOF the parties have caused this Memorandum of Understanding to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

THE LONG BEACH CITY EMPLOYEES  
SERVICE LODGE 1930, DISTRICT  
LODGE 947 INTERNATIONAL  
ASSOCIATION OF MACHINISTS  
AND AEROSPACE WORKERS – AFL-CIO

CITY OF LONG BEACH

\_\_\_\_\_  
JANET WRIGHT  
President/DBR, DL 947

\_\_\_\_\_  
HENRY TABOADA  
City Manager

\_\_\_\_\_  
WILLIAM H. STOREY  
Director of Human Resources

\_\_\_\_\_  
KEVIN P. BOYLAN  
Manager-Personnel Operations

\_\_\_\_\_  
SUZANNE MASON  
Manager-Business Operations

\_\_\_\_\_  
KEVIN PRELGOVISK  
Manager-Business Operations

\_\_\_\_\_  
STEPHANIE KEMP  
Personnel Analyst

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APPROVED AS TO FORM

\_\_\_\_\_, 2002  
ROBERT E. SHANNON, City Attorney